

AUG 13 '99

11-00AM

ALVORD AND ALVORD
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Sam Bortman
August 13, 1999

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a First Amendment to Summary of Security Agreement, dated July 20, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement filed with the Commission under Recordation Number 10534.

The names and addresses of the parties to the enclosed document are:

Debtor: Locomotive Leasing Associates, LLC
c/o Railcar, Ltd., Manager
1819 Peachtree Road, N.E., Suite 455
Atlanta, Georgia 30309

Secured Party: BTM Capital Corporation
125 Summer Street
Boston, Massachusetts 02110

A description of the railroad equipment covered by the enclosed document is:

thirty-four (34) locomotives bearing BN reporting marks and road numbers as set forth on Schedule A to the First Amendment to Summary of Security Agreement

Mr. Vernon A. Williams
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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copy of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

fd

RWA/bg
Enclosures

10534-4 FILED
FIRST AMENDMENT TO SUMMARY OF SECURITY AGREEMENT 11-00AM

Re: Security Agreement dated as of December 31, 1997 between Locomotive Leasing Associates, L.L.C. (the "Debtor"), a Georgia limited liability company, with its principal place of business at 1819 Peachtree Road, Ste. 455, Atlanta, Georgia 30309-1847, and BTM Capital Corporation (the "Secured Party"), a Delaware corporation, with its principal place of business at 125 Summer Street, Boston, Massachusetts 02110.

WHEREAS the Debtor has become an obligor of the Secured Party; and

WHEREAS the Debtor has executed and delivered a security agreement to and in favor of the Secured Party, pursuant to which the Debtor has mortgaged, charged, pledged, assigned, transferred, and granted to the Secured Party a security interest in all the Debtor's right, title and interest in and to the following:

- (a) the equipment listed in Schedule "A" hereto, all licenses or other rights and all records, titles, charts, plans, drawings, specifications, manuals and documents related thereto (the "Equipment");
- (b) all substitutions, renewals or replacements of and additions, improvements and accessions to, such Equipment, and
- (c) all proceeds in any form derived directly or indirectly from any dealing with all or any part of the Equipment or the proceeds therefrom, including all sums realized upon the sale or other disposition of such Equipment and all sums (including insurance proceeds) payable in connection with any loss, damage or destruction of the equipment;

all subject, however, to the exclusions and exceptions specified in the security agreement.

This agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, all of which together shall constitute a single agreement.


1.04/00

IN WITNESS WHEREOF, the parties wish to show for the public record the mortgage and security interest in the aforesaid property in favor of the Secured Party and accordingly have caused this summary to be executed by their respective officers thereunto duly authorized as of the date first above written.

LOCOMOTIVE LEASING ASSOCIATES, L.L.C.
By: Railcar, Ltd., Manager

By: 
Name: *Eugene N. Martini*
Title: *Executive Vice President*

BTM CAPITAL CORPORATION

By:  *BRL*
Name: David A. Meehan
Title: Executive Vice President

AFFIDAVIT

STATE OF GEORGIA, COUNTY OF FULTON TO WIT:

On this 15th day of July, 1999, before me personally appeared Eugene N. Martini to me personally known, who being me duly sworn says that Eugene N. Martini is Executive Vice President of Railcar, Ltd., a manager of **LOCOMOTIVE LEASING ASSOCIATES, L.L.C.**, that said instrument was signed and sealed on July 15, 1999, on behalf of said company by authority of its Managers; and have acknowledged that the execution of the foregoing instrument was the free act and deed of said company.

Jay J. Hardin
Notary Public
My commission expires: **Notary Public, Coweta County, Georgia**
My Commission Expires April 2, 2002

(Notary Seal)

COMMONWEALTH OF Massachusetts, COUNTY OF Suffolk TO WIT:

On this 20 day of July, 1999, before me personally appeared David A. Mechan to me personally known, who being by me duly sworn says that he is Executive Vice President of **BTM CAPITAL CORPORATION**, that said instrument was signed and sealed on July 20, 1999, on behalf of said corporation by authority of its Board of Directors; and have acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sandra K. Ironfield
Notary Public
My commission expires:

(Notary Seal)

Sandra K. Ironfield
NOTARY PUBLIC
My commission exp. July 27, 2001

SCHEDULE A TO
FIRST AMENDMENT TO SUMMARY OF SECURITY AGREEMENT
DESCRIPTION OF THE EQUIPMENT

THIRTY-FOUR (34) GE C30-7 MODEL LOCOMOTIVES LEASED TO BURLINGTON NORTHERN
AND SANTA FE RAILWAY COMPANY

General Description:	Diesel Electric Locomotives Freight Service Six Axles
Model:	C30-7
Year Built:	1979
Manufacturer:	General Electric
Road Numbers:	BN5013 BN5014 BN5015 BN5016 BN5017 BN5018 BN5019 BN5020 BN5021 BN5022 BN5023 BN5024 BN5026 BN5027 BN5028 BN5029 BN5030 BN5031 BN5032 BN5033 BN5034 BN5035 BN5036 BN5039 BN5040 BN5041 BN5043 BN5045 BN5046 BN5049 BN5057 BN5078 BN5574 BN5576
Horsepower:	3,000 HP
Engine:	GE FDL 16 Cylinder Turbocharged
Traction Alternator:	GTA 11
Traction Motors:	GE 752